

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

\*\*\*\*\*  
GREAT AMERICAN INSURANCE )  
COMPANY OF NEW YORK, )  
Plaintiff )  
 )  
v. )  
 )  
KELLAWAY WAREHOUSE SERVICES, )  
MANCHESTER MOTOR FREIGHT, )  
CONSOLIDATED RAIL CORP., and )  
ROUND THE WORLD LOGISTICS, )  
Defendants. )  
\*\*\*\*\*

FILING FEE PAID.  
RECEIPT # 58577  
AMOUNT \$ \_\_\_\_\_  
BY DPTY CLK \_\_\_\_\_  
DATE \_\_\_\_\_  
Civil Action No.: \_\_\_\_\_

04 11968 MEL

MAGISTRATE JUDGE Alexander

**PLAINTIFF'S COMPLAINT**

NOW COMES the plaintiff, Great American Insurance Company of New York, by and through its undersigned attorneys, HOLBROOK & MURPHY, and respectfully files its Complaint against the defendants, Kellaway Warehouse Services, Manchester Motor Freight, Consolidated Rail Corp., and Round the World Logistics, seeking damages, along with costs, interest and attorneys' fees in connection with damages caused by the defendants' negligence and breach of contract.

**THE PARTIES**

1. The plaintiff, Great American Insurance Company of New York is an insurance company that issued a policy of insurance covering various risks of cargo damage for Total Logistics Resource, Inc. and Innovative Freight Inc.

2. The defendant, Round the World Logistics is a New York based business that does business within the Commonwealth of Massachusetts.

RECEIPT # \_\_\_\_\_  
AMOUNT \$ 150 --  
SUMMONS ISSUED Y  
LOCAL RULE 4.1 \_\_\_\_\_  
WAIVER FORM \_\_\_\_\_  
MCF ISSUED 9/8  
BY DPTY. CLK. 9/8  
DATE 9-10-04

3. The defendant Kellaway Warehouse Services is a Massachusetts business with a warehouse located in Randolph, Massachusetts.

4. The defendant Manchester Motor Freight is a trucker with a place of business in Manchester, New Hampshire, and does business in the Commonwealth of Massachusetts.

5. The defendant Consolidated Rail Corp. (hereinafter "ConRail") is a rail carrier and does business within the Commonwealth of Massachusetts.

### **JURISDICTION**

6. This Court has jurisdiction pursuant to the Carriage of Goods by Sea Act, 46 U.S.C. App. Section 1300 et seq and the Carmack Amendment, 49 U.S.C. Section 11707.

### **GENERAL ALLEGATIONS**

7. A shipping container, containing various outdoor fireplaces consigned to Hearthlink, Inc. in Vermont was transported by the defendant, ConRail, to Kellaway's warehouse in Randolph, Massachusetts. The container was then moved by Manchester Motor Freight to Hearthlink's premises in Vermont.

8. The aforementioned container of goods was insured by the plaintiff according to the aforementioned policy of insurance.

9. When the goods arrived at Hearthlink's place of business in Vermont, various of the outdoor fireplaces were found to be damaged and/or missing.

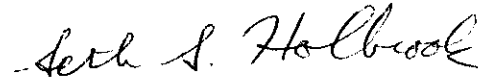
### **COUNT ONE**

10. The above mentioned damage occurred as a result of the negligence of ConRail and/or Kellaway Warehouse Services and/or Manchester Motor Freight and/or Round the World Logistics.

11. The plaintiff paid for this damage in the amount of \$8,394.92, in and of this amount, the plaintiff became subrogated to the rights of its insureds.

WHEREFORE, the plaintiff prays that this Court enter judgment in favor of the plaintiff against Kellaway Warehouse Services, and/or Round the World Logistics, and/or Manchester Motor Freight and/or ConRail, jointly and severally, together with interest, costs and attorneys fees.

By its attorney,

A handwritten signature in cursive script, reading "Seth S. Holbrook".

Seth S. Holbrook, BBO# 237850  
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Boston, MA 02110  
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